June 7, 2012

The Honorable Angela Lemmon Horan
County Attorney
Prince William County Attorney's Office
One County Complex Court
Prince William, VA 22192-9201

**SENT VIA EMAIL**

Dear Ms. Horan:

My purpose in writing to you today is to seek some guidance on issues that potentially arise with respect to the actions taken by the Board of County Supervisors in our meeting on June 5 that impact personnel policies in the offices of each Magisterial District Supervisor. As you are aware, I strongly advocated that these amendments offered by Supervisor Jenkins to the motion I sponsored on the ban on discretionary fund spending from District office expense accounts be separated and allow for Board, staff, and public review as our current Rules of Procedure provide.

My belief is that Mr. Jenkins' amendments were clearly offered in response to his disagreement with my motion to ban discretionary fund spending and transparently targeted specific personnel issues that he perceived to exist in my office. Given that premise, I seek to have absolute clarification of the effect of these new personnel policies so that no situation will arise where I am not in full compliance with these policies in my own office, and I believe such guidance will be instructive to my colleagues as well as they address personnel issues in their offices.

**PROCEDURAL QUESTIONS ON "CLARIFICATION" OF SUPERVISOR JENKINS' AMENDMENTS**

The discussion following passage of the Jenkins amendments that took place at a point in our meeting where considerable time had elapsed following the vote taken on the motion led to a "clarification" of the intent of Mr. Jenkins' motion. This "clarification" discussion by the Board followed discussions with you and the County Executive where each of you were unable to absolutely discern the specific impact of what the Jenkins amendment would have on personnel policy in a Supervisor's office. This lack of clarity illustrates the problem I raised about the need for an appropriate review period for these amendments to allow for public input.

Before addressing the four specific amendments Mr. Jenkins offered, I would ask you to reevaluate your opinion of the procedure utilized by the Board where the language of one of Mr. Jenkins' amendments was actually changed as a part of the effort to "clarify" its

intent and/or to more narrowly limit its application. As I have reviewed the Board's Rules of Procedure,[1] I cannot find any provision that allows for the language of a motion that had been previously acted upon by the Board to be subsequently amended simply by a discussion as to a perceived "intent" of the language contained in a motion. To be clear, I am not disputing that the Board has the right to discuss the intent of any motion and to allow that discussion to stand on the public record as evidence of the "intent" of the Board; my question goes directly to the authority of the Board to permit a change to the language of a previously passed motion that materially changes the language, and as evidenced by the discussion in our Board Meeting on June 5, actually narrowed the scope of how the officially passed motion would apply to individuals who may be employed or seek to be employed in a Supervisor's office. That was, by any construction, a material change to the originally passed language.

If I am reading the Rules of Procedure correctly, this action would have triggered the requirement for a Motion for Reconsideration, would have been required to receive a second, and then action on that Motion for Reconsideration would take place "only following notice as required by law and at least as much notice as was given prior to the original action."[2] The only exception provided on the notice issue, as I have reviewed it, occurs when the action for "reconsideration" actually takes place at the same meeting as the original action. In this case, it appears to me that the amending of the actual language of the Jenkins Amendment was improperly done, given that the language of the originally passed motion was actually changed in order to achieve the consensus of the Board as to the "intent" of the original motion.

I have also generally reviewed the provisions of Robert's Rules of Order, which the Board is bound to follow if not inconsistent with the Board's Rules of Procedure,[3] to

---

1 RULES OF PROCEDURE, BOARD OF COUNTY SUPERVISORS, PRINCE WILLIAM COUNTY VIRGINIA, Adopted Jan. 3, 1984, Amended Jan. 21, 1986; Jan. 7, 1992; Jan. 2 1996; Jan. 4, 2000; Feb. 8, 2000; March 14, 2000, effective March 14, 2000; Sept. 19, 2000 effective Sept. 19, 2000; Amended Feb. 20, 2001, Amended Jan. 6, 2004; Amended Jan. 9, 2007; Amended Jan. 8, 2008; Amended Jan. 6, 2009; Amended Feb. 8, 2011.

2 SECTION E: RECONSIDERATION. Action on an ordinance resolution or motion may be reconsidered one time and only upon motion of a Board member voting with the prevailing side on the original vote which motion must be made at the same or immediately subsequent regular meeting as defined by Section A.1.(a) of these Rules of Procedure. A motion to reconsider may be seconded by any member. Any such matter defeated by a tie vote may be reconsidered upon motion by any Board member having voted to defeat the matter at the same or the next regularly scheduled meeting.
Action upon reconsideration of a question shall be taken only following notice as required by law and at least as much notice as was given prior to the original action unless such action upon reconsideration is taken at the same meeting as the original action.

determine if any procedure exists for amending a previously passed motion without triggering a requirement for reconsideration. I found none.

I believe your original analysis of the actions taken by the Board would benefit from a re-examination because my initial challenge was not to the actual events that transpired wherein you correctly point out Chairman Stewart asked if there was any objection to accepting the language as a "clarification." Even if it were my error in not providing a correct objection to that procedure, it is the public that deserves complete transparency in this process.

I do not believe anyone could credibly argue that the Jenkins amendments are not significant changes to public policy. I believe the Chairman was clearly incorrect to deem them as germane to my motion, and thereby deny the public any review period to which they are otherwise entitled. I firmly believe the subsequent actions of the Board clearly deprive the rights of the public to review and have input on such substantial changes in public policy.

However, given your opinion on this matter, I will assume it is correct that you view the action taken when the Chairman invited objections to his procedure as a unanimous vote of the Board,[4] and that preserves my right to make a Motion for Reconsideration at the next Board Meeting.

**THE OVERTIME AND COMP TIME AMENDMENT**

The document circulated to Board Members by Mr. Jenkins contained four "Amendments" to Resolution 11-D that I had proposed. The specific language in the amendment designated as "1" reads as follows:

---

3

SECTION I: MISCELLANEOUS. 1. Robert's Rules of Order - Robert's Rules of Order Newly Revised shall govern the conduct of all meetings of the Board to the extent that they are not inconsistent with these Rules of Procedure.

4

Email of Angela M. Horan on June 7, 2012 to Peter Candland; Melissa S. Peacor; Phillip Campbell; Corey A. Stewart; John D. Jenkins; Maureen S. Caddigan; Marty E. Nohe; Michael C. May; Frank J. Principi; W S Wally Covington.

"This is not a procedural defect since, under the circumstances of this particular case, no formal vote was required. Mr. Jenkins offered the clarification (at approximately 2:29:58 on the timer of the recording posted at the County's website), the language was explained, posted, and discussed, and the Chairman asked the Board if the language was accepted as a clarification. He indicated that the matter would be reconsidered at the request of any Board member. No request was made, with all members indicating by their silence that they consented to the clarification."

> "No Board Member will either pay or incur a legal obligation to pay overtime or allow incurred comp time to Board office employees."

I need your guidance on the following issues:

1. **The language clearly prohibits a Supervisor's staff member from beginning to incur an impermissible legal obligation for comp time at any time following the end of the 7.5 hour standard work day.**

The specific language of this amendment that passed states clearly that a Board Member cannot allow "incurred comp time to Board office employees." That language clearly draws a bright line at the point at which an employee would begin to "incur" a legal obligation for comp time, which would be when the employee's 7.5 hour work day ends.

2. **Is a Supervisor permitted to maintain employee work logs separate from the required time cards that are used by the County Department of Human Resources to determine salary payments to employees that are intended to reflect the hours worked and any hours to which that employee may have otherwise been eligible for overtime or comp time adjustments?**

Mr. Jenkins described in some detail the procedures in his office where his staff provides a "chit" to him for any time his staffer(s) worked in excess of the required 7.5 hours, and when he approved it, that staffer(s) would take off time from another workday. Mr. Jenkins expressed his personal view that each individual office should handle this issue of comp time "internally."

3. **If a Supervisor has utilized an informal comp time policy in the past where office employees do not file accurate time cards with the County Department of Human Services, has that Supervisor been in violation of County ordinances for each of these instances for failing to file accurate time cards? Is a Supervisor authorized to approve "chits" on comp time outside of the regulations of the County Department of Human Services?**

Mr. Jenkins claims he has used this policy of granting comp time within his office, and that he approves a "chit" for that time to allow employees to take time off in future work days. Ms. Caddigan affirmed that she has used a similar long-standing policy in her office of granting comp time to her employees for hours they worked in excess of the standard workday.

I am at a loss to understand how this procedure works if the general practice of the Supervisors is to internally manage the time sheets of its employees and obviously submit deliberately incorrect time sheets to the County Human Resources office for payment. This scheme relies upon maintenance of an "off-the-books" record of employee time cards. On the other hand, if a Supervisor chooses to properly follow the rules for recording time accurately for his or her employees, the Jenkins amendment then restricts

access comp time for staff of those Supervisors. In essence, those staffers who work for offices that follow the correct procedures are prohibited from earning comp time, but those staffers who work for offices that improperly maintain "off-the-books" staff time records (i.e., as described by Supervisor Jenkins and Supervisor Caddigan in the June 5, 2012 Board Meeting) can accrue and use comp time. Those who follow the rules, as my office has done, are penalized for doing so under the Jenkins amendment.

**"THE COLLINS AMENDMENT" – BARRING POLITICAL CAMPAIGN CONTRACTORS**

The language originally passed provides as follows:

> "No Board Member will employ or retain any full-time or part-time employee on the County payroll who owns, is employed by, or is a contractor to any company which offers services for hire to any political campaign of that Board Member."

The amendments offered later changed the language as follows (assuming this language was properly amended by action of the Board):

> "No Board Member will employ or retain any full-time or part-time employee on the County payroll who owns, is employed by, or is a contractor to any company which has provided or provides services for hire to a political campaign of that Board Member."

I have characterized this as the "Collins Amendment" because there is a general consensus among observers I have consulted with that, on its face, there is no other employee they are aware of covered by this provision other than Mr. Collins.

I would ask your guidance on the following issues:

1. **What is the specific definition of what constitutes a business relationship with a company wherein that individual would be construed to be "employed by" or serves as a "contractor" to any company as provided in this amendment, and more specifically, can a volunteer be classified as an employee?**

It is my understanding this is a complex area of employment law and we may, because we rushed to passage of this amendment (in either form), have generally eliminated a significant number of current and future staff candidates from being permitted to be employed by any member of the Board of County Supervisors.

For example, the website for the Labor and Employment Relations Association published the following article in their October 2011 newsletter:[5]

5 Labor and Employment Relations Association, Labor and Employment Law News – October 2011,

**"When Can Volunteers be Employees?**

Deciding whether a person is an employee is both an easy and a difficult question to answer. Some people assume (incorrectly) that employers can decide whether someone is an employee by categorizing the person as an employee or an independent contractor. Others may assume (incorrectly) that someone who is not on the payroll they are not an employee. The law is clear that labels do not affect employee status, and not receiving pay may be a legal violation.

A recent sex discrimination case involving a volunteer fire department provides a good example of the problem of defining who is an employee. Title VII jurisdiction depends on the number of employees who work for an employer. In this case, even though the volunteer fire fighters had been classified as "members", the EEOC and its state correlate agencies found that the Fire Department "was an employer for purposes of Title VII because its firefighter-members were employees". In addition, it found that the Fire Department had exercised sufficient control over the fire fighters, including paying compensation for their services that the fire fighters were employees. Bryson v. Middlefield Volunteer Fire Department, Case No.10-3055 (6th Cir. Sept. 2, 2011). http://www.ca6.uscourts.gov/opinions.pdf/11a0255p-06.pdf

On appeal, the Court of Appeals, cited to the Supreme Court's multi-factor test: "'In determining whether a hired party is an employee . . . we consider the hiring party's right to control the manner and means by which the product is accomplished. Among the other factors relevant to this inquiry are the skill required; the source of the instrumentalities and tools; the location of the work; the duration of the relationship between the parties; whether the hiring party has the right to assign additional projects to the hired party; the extent of the hired party's discretion over when and how long to work; the method of payment; the hired party's role in hiring and paying assistants; whether the work is part of the regular business of the hiring party; whether the hiring party is in business; the provision of employee benefits; and the tax treatment of the hired party."[*sic*] The court, though, asked whether the status of a volunteer would be controlled by the same test or whether "significant-remuneration" was required. *The court concluded that pay could be included as a factor in the analysis but that lack of pay did not demonstrate that employee status did not exist. The court noted that employment relationships take many forms and gave examples of how the relationship can arise in many different scenarios*." (emphasis added)

Most significantly the Court held "*that pay could be included as a factor in the analysis but that lack of pay did not demonstrate that employee status did not exist*." However unintended, it is clear that many current employees in Supervisor's offices may be subject to the language of this amendment provision.

---

http://leraweb.org/publications/labor-and-employment-law-newsletter/labor-and-employment-law-news-october-2011.

For example, both the Republican and Democratic Parties are organized as corporations in Virginia and as non-profit organizations under Section 527 of the Internal Revenue Service Code. Both political parties routinely offer services to candidates where those candidates pay a fee for a booth, inclusion in an umbrella campaign advertisement, rental of voter lists, dinners, and similar kinds of services. As such, these political parties appear to fall squarely in the definition of a "company that offers services for hire to a campaign of that Board Member."

Under the language of the Jenkins amendment, it could be concluded that Mr. Jenkins would have to terminate his own wife, Ernestine, who is listed on his official website as the Volunteer Coordinator for his official office.[6] Mrs. Jenkins Biographical Sketch obtained from the Prince William County Democratic Committee website[7] reveals that she serves as the Vice Chairman of the Prince William County Democratic Committee for the 11th Congressional District; Chairman of the Neabsco Democratic Committee; and formerly served as the Chairman of the Prince William County Democratic Committee. Mrs. Jenkins also is reported to have served as the Campaign Manager for Mr. Jenkins' "seven successful election campaigns and serves as a political advisor to numerous local, state, and federal elected officials."

In addition, if an individual receives compensation as an independent contractor, and any compensation is then covered by rules associated with the issuance of a "990 Miscellaneous Income" tax record, that individual is actually self-employed and is, in fact, a contractor to their self-employment status in providing services to a campaign of a Supervisor.

Based on information and belief, Supervisor Jenkins reportedly paid Dorothy "Dottie" Holly as a vendor to his campaign and currently employs her in his District office.

Based on information and belief, Supervisor Frank Principi paid Devon Cabot as a vendor to his campaign, and it is my understanding Supervisor Jenkins currently employs him in his District office. While I am not certain this arrangement is covered in the Jenkins amendment, it illustrates both a possible loophole and the utter absurdity of the language contained therein.

Based on information and belief, Alyssa (Brown) Edison was paid as a vendor in Supervisor May's campaign and is currently employed in his office.

Based on information and belief, Collin Kennedy was paid as a vendor in Supervisor Covington's campaign and is currently employed in his office.

---

6 http://www.johnjenkins.org/neabsco-district-overview/ErnestineJenkins.png/view

7 http://pwcdems.com/e-jenkins/

Based on information and belief, Supervisor Caddigan appears to have similar issues with her husband, James Caddigan, and senior staffer Mary Jane Beyer, both of whom were paid a "salary" holding the position of "Campaign Manager" for the 2007 campaign. In addition, Mrs. Caddigan provided a reimbursement for "Staff Thank You Gifts" on November 11, 2011, which, if these gifts were provided to her current staff, would appear to bar them from continued or future employment with Supervisor Caddigan under the Jenkins amendment.

Based on information and belief, Chairman Stewart also made payments from his campaign accounts following his 2011 campaign to County staffers Kevin McNulty, Kerry O'Brien, Stella Krull, and Laurie Cronin, classified as "re-election work bonus."

Therefore, if a Supervisor currently employs any person who has previously or currently is serving as a volunteer to any political party; or has worked as a contractor for that Supervisor during their campaign as described herein; or if a person applies for a future position in a Supervisor's office; it appears those individuals would be barred from continued or future employment by that Supervisor under the current language of the Jenkins amendment.

**"THE COLLINS AMENDMENT" – BARRING VENDORS WHO PROVIDED CAMPAIGN SERVICES**

The language of this provision is as follows:

> "No Board Member will engage or retain any vendor services using County funds where the vendor has been or is retained by the political campaign of that Board Member."

I would ask your guidance on the following issues:

1. **What procedures will the County put in place to assure that a Supervisor does not use a vendor for services for his or her District office that was also used in the Supervisor's campaign for office?**

Again, in the haste to single out Mr. Collins as a part-time employee in my office, this language has put a literal economic tourniquet on the ability of a Supervisor's office to conduct daily business and threatens to increase the cost to the County when a Supervisor is precluded from buying goods and services from any vendor that was used in their campaign.

For example, if a campaign committee used Fed-Ex, the U.S. Postal Service, Staples, catering companies, or any other of a myriad of service or materials providers, the Supervisor would appear be barred from using these vendors in their official office under the language of the Jenkins amendment.

Secondly, there is an important threshold question about whether paid staff on a political campaign is treated as an independent contractor or as an employee. Typically, because of the short-term life of a political committee, campaigns elect to treat paid staff as "1099 contractors" so there is no requirement to pay employee taxes. While convenient for campaigns, those "1099" relationships may not always pass the test required by the IRS. Nonetheless, to the extent that a campaign elects to treat staffers as contractors, those individuals fall under the language of the Jenkins amendment and would appear to be barred from employment by a Supervisor's office once they have received any "1099 compensation" from a campaign of that Supervisor.

It would not seem sufficient to claim the employee did not actually receive a "1099 form" for the work performed or bonus provided, only that the individual received funds that are classified as "1099 compensation" and would have received the 1099 form had the amount of the compensation crossed the reporting threshold for issuing the 1099 form. Either way, that individual would be a "contractor" under the plain meaning of the Jenkins amendment and would appear to be barred from working in that Supervisor's office from which they received campaign compensation as a "vendor."

If the employee or potential employee worked for the campaign of the Supervisor in any capacity and was paid as a 1099 contractor, including each of those referenced earlier, they would appear to be barred from employment by that Supervisor under the current language of the Jenkins amendment.

2. **Does this provision violate or create a Dillon Rule issue wherein it may be outside of the scope of authority to impose this kind of restriction on Supervisors?**

John Dillon, for whom the Dillon Rule is named, was the chief justice of the Iowa Supreme Court a little over 100 years ago. He was also one of the greatest authorities of his time on municipal law. The Dillon Rule is in effect in Virginia, and is used in interpreting state law when there is a question on whether or not a local government has a certain power. This is commonly referred in legal circles as a rule of statutory construction.

Dillon's Rule construes grant of power to local governments very narrowly and whenever a question arises about a local government's power or authority, then the local government carries a heavy burden in such challenges. Under Dillon's Rule, there is a presumption that the local government does not have the power in question.

Chapter 31 of title 2.2 of the Code of Virginia is the State and Local Government Conflicts of Interest Act. The first section appears to pre-empt counties from adopting their own authority in such matters as restricting Supervisors. In addition, there are already state laws governing conflicts-of-interest that serve a broad public policy, as

opposed to the purely punitive nature of the Jenkins amendments that were arguably passed as retaliation for my activism on the discretionary fund issue.

Judge Dillon was a man who had enormous distrust of local government and local officials. Dillon is quoted as saying that "those best fitted by their intelligence, business experience, capacity and moral character" usually did not hold local office and that conduct of municipal affairs was generally "unwise and extravagant."

Central to the Dillon Rule is that if there is any reasonable doubt whether a power has been conferred on a local government, then the power has not been conferred.

If members of the Board of Supervisors wonder why they are held to such a limited construction of local government powers, I suggest they look no further than to the actions taken at the June 5, 2102 Board Meeting.

**THE NEPOTISM AMENDMENT**

The language of this provision is as follows:

> "Every Board Member will follow 6.10 of the County Personnel Manual, Nepotism, in hiring of employees and managing Board Offices."

The referenced section, 6.10,[8] specifically bars individuals who are directly supervised by a relative from being employed if the person is "directly supervised by a relative, or in the relative's chain of command."

The test for such relationships, based on the discussions we had during our Board Meeting, exempts relatives if they are performing purely ministerial tasks without compensation; i.e., my wife helping with stapling of documents or my nephew working as an unpaid intern in the office. These individuals certainly do not serve in any official or supervisory role in my office.

However, it is a fact that Mr. Jenkins, who is the author and the proponent of the language barring such nepotism, employs his own wife in a far more visible and substantial role in the policy and operations of the office. Indeed, Mrs. Jenkins is

---

8 Personnel Policy and Procedures Manual, Section 6.10, Nepotism.

Individuals having relatives employed by Prince William County may be employed in the County service provided the individual is not:

A. Directly supervised by a relative, or in the relative's chain of command, or
B. In a number two position in the department where even in a temporary situation one relative would be supervising the other.
C.

listed on Mr. Jenkins' official website as the "Volunteer Coordinator" for Mr. Jenkins' office,[9] and a role that appears to contravene section 6.10 of the County Personnel Manual.

The only defense would be for Mr. Jenkins to assert that his wife, acting in her official role in his office, was not "supervised" by him or in Mr. Jenkins' "chain of command." It is, in fact, well known that Mr. Jenkins relies heavily on the political and organizational skills of his wife, and it would defy credibility for him to make any claim that she does not fulfill a significant role directly in his chain of command.

Mrs. Jenkins herself touts her significant role in her husband's political operation, claiming she has "managed John's seven successful election campaigns" and currently serves as the "Chairman of the Friends of John Jenkins Campaign Committee."[10] Setting aside the reasonable questions that arise as to how Mrs. Jenkins could possibly separate her role as Campaign Manager and currently the ongoing Campaign Chairman, both of which are purely political pursuits, from a role as a purported "Volunteer Coordinator" in her husband's official office, what reasonable defense can be offered against the obvious intermingling of tax dollars in Mr. Jenkins' office to which Mrs. Jenkins has access in recruiting volunteers with precisely the same campaign volunteer recruitment that should be conducted outside of a taxpayer-funded office? It is clear that Mrs. Jenkins serves in her husband's "chain of command" as set forth in Section 6.10.

To illustrate, Mr. Jenkins appointed his wife, Ernestine Jenkins, to serve as the Neabsco District Representative to the 2013-2016 Strategic Plan Team at the January 17, 2012, meeting of the Prince William Board of County Supervisors.[11] There certainly are a vast number of highly qualified people living in the Neabsco District who could serve capably in this position, but Supervisor Jenkins evidenced his implicit trust in Mrs. Jenkins to serve in this position, further supporting the fact that Mrs. Jenkins occupies a substantial position of trust in Mr. Jenkins' chain of command.

It is my understanding that Mrs. Caddigan's husband serves in a substantial role in both Mrs. Caddigan's Magisterial Office and as a leader in her campaign. Mrs.

---

9 http://www.johnjenkins.org/neabsco-district-overview/ErnestineJenkins.png/view

10 Ernestine-Jenkins-Biographical-Sketch

11 http://www.pwcgov.org/government/bocs/Pages/Meeting-Room.aspx, Streaming Video, Agendas, Briefs and Archives, Board of Supervisors Meeting, January 17, 2012.

Caddigan frequently refers to her husband's role in her office as the "Chief-of-Stuff," an obvious play on words that evidences a significant role played by Mr. Caddigan in his wife's chain of command in her office. Are we to believe Mr. Caddigan's function and role in his wife's office, where Mrs. Caddigan specifically designates her husband as a key and important person in dealing with matters that are before her, is not now covered by Section 6.10 that is required for compliance by each Supervisor's offices?

While I would generally agree this was not the intent of Mr. Jenkins amendment, because it was obviously framed to attack my nephew's role in my office, it nonetheless clearly has raised significant questions about these existing relationships that now must be addressed to assure full compliance with the Jenkins amendments.

However, the Code of Virginia (§2.2-3106)[12] prohibits (as a conflict of interests) supervision by an employee of a member of his or her immediate family. Immediate family includes the spouse and any other person residing in the same household as the employee who is a dependent of the employee or of whom the employee is a dependent.[13] This obligation cannot be avoided with some trickery or charade on an organizational chart when public statements support the existence of a substantial amount of influence by the relative in the operations of the individual office of a Supervisor.

---

12
§ 2.2-3100. Policy; application; construction.
The General Assembly, recognizing that our system of representative government is dependent in part upon (i) citizen legislative members representing fully the public in the legislative process and (ii) its citizens maintaining the highest trust in their public officers and employees, finds and declares that the citizens are entitled to be assured that the judgment of public officers and employees will be guided by a law that defines and prohibits inappropriate conflicts and requires disclosure of economic interests. To that end and for the purpose of establishing a single body of law applicable to all state and local government officers and employees on the subject of conflict of interests, the General Assembly enacts this State and Local Government Conflict of Interests Act so that the standards of conduct for such officers and employees may be uniform throughout the Commonwealth.

13
§ 2.2-3101. Definitions.
As used in this chapter:
"Immediate family" means (i) a spouse and (ii) any other person residing in the same household as the officer or employee, who is a dependent of the officer or employee or of whom the officer or employee is a dependent.

It is clear these amendments are poorly framed and the action of the Board to hastily approve them without proper review and examination is a dilemma that I believe, the Board will have to resolve. For now, it seems we are compelled to live by the plain language that was approved, however crudely and badly written they are.

**CONCLUSION**

I remain convinced that the vindictive and transparent retaliation evidenced by the Jenkins amendments, and followed by the action of the Board as a whole, undermines the trust citizens of Prince William County are entitled to have in the Board of County Supervisors. Mr. Jenkins' amendments should have been addressed in another motion and time given for the Board, staff, and citizens to consider the proposal and provide feedback.

The elimination of the discretionary District fund spending was long overdue in Prince William County and needed to be addressed in a responsible manner. Our citizens deserve much better than the Board of Supervisors gave them on June 5, 2012.

Respectfully submitted,

Pete Candland

cc: Prince William County Board of Supervisors
Melissa Peacor, County Executive
Phillip Campbell